

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION**

JOSEPH VENTRELLA, EXECUTOR OF  
THE ESTATE OF BERENICE B.  
VENTRELLA,

10CH21128

PLAINTIFF, ) No.

v. )

PARKWAY BANK AND TRUST  
COMPANY; MILWAUKEE DEERFIELD  
NORTH, LLC; and JOHN TERZAKIS,

JURY DEMANDED

DEFENDANTS. )

CLERK'S OFFICE  
CIRCUIT COURT OF COOK COUNTY  
ILLINOIS  
10/10/2019

**COMPLAINT FOR DECLARATORY JUDGMENT  
AND EQUITABLE AND OTHER RELIEF**

JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B.  
VENTRELLA, by and through his attorneys, GOULD & RATNER LLP, submits his Complaint  
against Defendants Parkway Bank & Trust Company, Milwaukee Deerfield North, LLC, and  
John Terzakis, and states as follows:

**COUNT I  
FRAUD AND DECEIT  
(Against Terzakis and Milwaukee Deerfield North, LLC)**

1. This action concerns the fraudulent misappropriation and conversion of certain funds belonging to the Estate of Berenice Ventrella.
2. Plaintiff Joseph Ventrella is an individual residing in Northfield, Illinois, and he is the Successor Independent Executor of the Estate of Berenice B. Ventrella ("Executor").

3. On information and belief, John Terzakis ("Terzakis") is an individual residing in Hinsdale, Illinois.

4. On information and belief, Milwaukee Deerfield North, LLC is an Illinois limited liability company. On information and belief, Milwaukee Deerfield North, LLC was controlled by John Terzakis at all relevant times for the action herein.

5. On information and belief, Parkway Bank and Trust Company ("Parkway Bank & Trust") is an Illinois banking corporation, with its principal place of business at Harwood Heights, Illinois.

6. Defendant John Terzakis was indicted by a federal grand jury in San Jose, California on December 30, 2009. According to the Department of Justice press release, Terzakis has been engaged in a Ponzi scheme related to certain real estate exchanges, and the Ponzi scheme apparently collapsed in July 2008. (A copy of the Department of Justice press release is attached hereto as Exhibit 1.)

7. On information and belief, John Terzakis has been a customer at Parkway Bank & Trust for over 25 years.

8. On information and belief, on or around 2009, John Terzakis (in his individual name or through associated entities) had borrowed (or guaranteed) over \$40 Million dollars from Parkway Bank & Trust.

9. On information and belief, John Terzakis has engaged in at least one business venture with Mr. Rocco Suspenzi, the President and CEO of Parkway Bank & Trust.

10. On January 25, 2008, Berenice Ventrella passed away. Angelo Ventrella was the husband of Berenice Ventrella.

11. In the years prior to her death, Berenice Ventrella's health declined significantly.

On September 14, 2007, at age 88, Berenice Ventrella was admitted to the hospital for "mental status changes." She had been bedridden since having suffered a fall in January 2006. Prior to September 2007, she had been seeing hallucinations and speaking with imaginary people for nearly a year.

12. On or around March 25, 2008, Angelo Ventrella was appointed by the Circuit Court of Cook County, Illinois, to be the Independent Executor of the Estate of Berenice Ventrella.

13. During 2008-2009, Angelo Ventrella was 91 years of age and in poor mental and physical health such that on May 12, 2009 he was diagnosed as having severe dementia. As of May 2009, Mr. Ventrella was incapable of making personal and financial decisions, and he was not capable of protecting the financial interests of himself or others.

14. A plenary guardian was appointed by the Circuit Court of Cook County for Angelo Ventrella as a disabled person on June 23, 2009, and he was succeeded by Joseph Ventrella as Executor of the Estate of Berenice Ventrella on June 24, 2009. Angelo Ventrella died on September 5, 2009.

15. After the death of Berenice Ventrella, during the period approximately from February 2008 to July 2009, there was a certain bank account (account #2256924) held at Parkway Bank & Trust under the name of "Estate of Berenice Ventrella."

16. During the time period of February 2008 to March 2009, there was also a certain bank account held at Parkway Bank & Trust under the name of "Milwaukee Deerfield North, LLC" and known as account #372420.

17. On information and belief, during the period of March 2008 to March 2009, John Terzakis wrongfully transferred, or wrongfully caused to be transferred, approximately \$7 Million dollars out of the Estate of Berenice Ventrella account #2256924 to the Milwaukee Deerfield North, LLC account #372420. (Copies of bank statements attached hereto as Group Exhibit 2.) On information and belief, Terzakis wrongfully misappropriated the remaining funds transferred out of the Estate's account.

18. On information and belief, in 2008 and 2009, and after his alleged Ponzi scheme was collapsing, John Terzakis misappropriated and converted the funds belonging to the Estate of Berenice Ventrella, including but not limited to the unauthorized transfer of in excess of \$7 Million dollars.

19. On information and belief, Parkway Bank & Trust knew or should have known that John Terzakis was not authorized to direct the transfers out of the Estate's bank account.

20. On or around June 24, 2009, Joseph Ventrella was appointed the successor Executor of the Estate of Berenice Ventrella by the Circuit Court of Cook County.

21. On or around June 2009, Joseph Ventrella, as Executor of the Estate of Berenice Ventrella, requested copies of all bank statements or other records for any account held at Parkway Bank & Trust under the name of, or on behalf of, the Estate of Berenice Ventrella.

22. In June 2009, Joseph Ventrella, as Executor of the Estate of Berenice Ventrella, orally informed Parkway Bank & Trust that these funds in the Estate's account held at Parkway Bank & Trust were transferred without authorization out of the Estate's account. Prior to that time, Angelo Ventrella, as prior Executor of the Estate, was incapable of understanding or protecting the interests of the Estate with respect to the bank account.

23. On information and belief, Parkway Bank & Trust failed to investigate the unauthorized transfers.

24. After being notified of the unauthorized transfers, Parkway Bank & Trust failed to report to the Executor regarding the transfers and failed to return the funds to the Estate's account.

25. To date, Parkway Bank & Trust has refused to provide complete copies of the Estate's bank accounts held at Parkway Bank & Trust.

26. Joseph Ventrella, as Executor of the Estate of Berenice Ventrella, has been forced to seek a Citation under the Probate Act against Parkway Bank & Trust, and such a Citation is currently pending in the Circuit Court of Cook County, Illinois under Case No. 08 P 811.

27. This fraudulent and deceptive scheme orchestrated by John Terzakis is related to a fraudulent loan transaction involving certain real property located in Glenview, Illinois. The extended scope of Terzakis's fraudulent scheme is the subject of litigation pending in the Circuit Court of Cook County, Illinois, entitled *Joseph Ventrella, Trustee of the Berenice Ventrella Revocable Trust Dated May 27, 1993, et al. v. John Terzakis, et al.*, Case. No. 10 CH 18804.

28. This fraudulent and deceptive scheme orchestrated by John Terzakis is also related to another fraudulent loan transaction involving certain real property located in Buffalo Grove, Illinois. The extended scope of Terzakis's fraudulent scheme is the subject of litigation pending in the Circuit Court of the 19<sup>th</sup> Judicial Circuit, Illinois, entitled *Parkway Bank & Trust Company v. Milwaukee Deerfield North, LLC, et al.*, Case No. 10 CH 754.

29. Plaintiff Joseph Ventrella, as Executor of the Estate of Berenice Ventrella, has suffered and continues to suffer damage, including the costs of litigation, arising from Terzakis'

and Milwaukee Deerfield North, LLC's wrongful and deceptive conduct related to the Estate's funds held at Parkway Bank & Trust.

**WHEREFORE**, Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE VENTRELLA requests that judgment be entered in his favor and against Defendants John Terzakis and Milwaukee Deerfield North, LLC in an amount to be determined at trial, for his costs, and for such further relief as the Court deems just and equitable.

**COUNT II**

**CONVERSION**

**(Against Terzakis and Milwaukee Deerfield North, LLC)**

1-29. Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE VENTRELLA hereby incorporates the allegations of Count I of the Complaint as though stated herein as Paragraphs 1-29 of Count II.

**WHEREFORE**, Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE VENTRELLA requests that judgment be entered in their favor and against Defendants John Terzakis and Milwaukee Deerfield North, LLC in an amount to be determined at trial, for his costs, and for such further relief as the Court deems just and equitable.

**COUNT III**

**BREACH OF CONTRACT**

**(Against Parkway Bank & Trust Company)**

1-29. Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA hereby incorporates the allegations of Count I of the Complaint as though stated herein as Paragraphs 1-29 of Count III.

30. Parkway Bank & Trust Company and the Estate of Berenice Ventrella (Angelo Ventrella, Executor) entered into an agreement whereby a bank account was established at Parkway Bank & Trust for the Estate of Berenice Ventrella, Angelo Ventrella as Executor, under bank account #2256924.

31. Parkway Bank & Trust had a duty to the Estate and its Executor not to permit unauthorized transfers and debits of Estate's bank account. Parkway Bank & Trust breached its duties to the Estate of Berenice Ventrella and its Executor by permitting unauthorized transfers and debits of the Estate's bank account.

32. Executor has performed all of his obligations under the deposit account agreement.

33. Executor has been damaged by Parkway Bank & Trust's breaches insofar as the Estate's account has lost in excess of \$7 Million dollars.

**WHEREFORE**, Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA request that judgment be entered in his favor and against Defendant Parkway Bank & Trust Company (a) in an amount to be determined at trial, (b) for his costs, and (c) for such further relief as the Court deems just and equitable.

**COUNT IV**

**NEGLIGENCE**

**(Against Parkway Bank & Trust Company)**

1-29. Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA hereby incorporates the allegations of Count I of the Complaint as though stated herein as Paragraphs 1-29 of Count IV.

30. Parkway Bank & Trust Company and the Estate of Berenice Ventrella (Angelo Ventrella, Executor) entered into an agreement whereby a bank account was established at Parkway Bank & Trust for the Estate of Berenice Ventrella, Angelo Ventrella as Executor, under bank account #2256924.

31. Parkway Bank & Trust had a duty to the Estate and its Executor not to permit unauthorized transfers and debits of Estate's bank account. Parkway Bank & Trust breached its duties to the Estate of Berenice Ventrella and its Executor by permitting unauthorized transfers and debits of the Estate's bank account.

32. On information and belief, Parkway Bank & Trust was negligent insofar as it failed to ensure that no unauthorized transfers or debits of the Estate's bank accounts were made.

33. Executor has been damaged by Parkway Bank & Trust's breaches insofar as the Estate's account has lost in excess of \$7 Million dollars.

**WHEREFORE**, Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA request that judgment be entered in his favor and against Defendant Parkway Bank & Trust Company (a) in an amount to be determined at trial, (b) for his costs, and (c) for such further relief as the Court deems just and equitable.

**COUNT V**

**ACCOUNTING**

**(Against Parkway Bank & Trust Company)**

1-29. Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE VENTRELLA hereby incorporates the allegations of Count I of the Complaint as though stated herein as Paragraphs 1-29 of Count V.

30. Executor therefore seeks, and is due, a full and complete accounting from Parkway Bank & Trust regarding the Estate's bank accounts held at Parkway Bank & Trust.

**WHEREFORE**, Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA requests that judgment be entered in his favor and against Defendant Parkway Bank & Trust Company and (a) enjoining Parkway Bank & Trust to provide an accounting of all of the Estate's accounts held at Parkway Bank and returning any funds belonging to the Estate, (b) for his costs, and (c) for such further relief as the Court deems just and equitable.

**COUNT VI**

**BREACH OF FIDUCIARY DUTY**

(Against Parkway Bank & Trust Company)

1-29. Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA hereby incorporates the allegations of Count I of the Complaint as though stated herein as Paragraphs 1-29 of Count VI.

30. Parkway Bank & Trust Company and the Estate of Berenice Ventrella (Angelo Ventrella, Executor) entered into an agreement whereby a bank account was established at Parkway Bank & Trust for the Estate of Berenice Ventrella, Angelo Ventrella as Executor, under bank account #2256924.

31. On information and belief, Parkway Bank & Trust knew or should have known that Angelo Ventrella, Executor of the Estate, reposed special trust and confidence in Parkway Bank & Trust with respect to the Estate's bank accounts.

32. Parkway Bank & Trust had a duty to the Estate and its Executor not to permit unauthorized transfers and debits of Estate's bank account. Parkway Bank & Trust breached its

duties to the Estate of Berenice Ventrella and its Executor by permitting unauthorized transfers and debits of the Estate's bank account.

33. Executor has been damaged by Parkway Bank & Trust's breaches insofar as the Estate's account has lost in excess of \$7 Million dollars.

**WHEREFORE**, Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA request that judgment be entered in his favor and against Defendant Parkway Bank & Trust Company (a) in an amount to be determined at trial, (b) for his costs, and (c) for such further relief as the Court deems just and equitable.

**COUNT VII**

**DECLARATORY JUDGMENT**

**(Against Parkway Bank & Trust Company)**

1-29. Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA hereby incorporates the allegations of Count I of the Complaint as though stated herein as Paragraphs 1-29 of Count VII.

30. Parkway Bank & Trust Company and the Estate of Berenice Ventrella (Angelo Ventrella, Executor) entered into an agreement whereby a bank account was established at Parkway Bank & Trust for the Estate of Berenice Ventrella, Angelo Ventrella as Executor, under bank account #2256924.

31. Parkway Bank & Trust had a duty to the Estate and its Executor not to permit unauthorized transfers and debits of Estate's bank account. Parkway Bank & Trust breached its duties to the Estate of Berenice Ventrella and its Executor by permitting unauthorized transfers and debits of the Estate's bank account.

32. Executor has been damaged by Parkway Bank & Trust's breaches insofar as the Estate's account has lost in excess of \$7 Million dollars.

**WHEREFORE**, Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA request that judgment be entered in his favor and against Defendant Parkway Bank & Trust Company (a) in an amount to be determined at trial, (b) declaring that Parkway Bank & Trust has breached its duties with respect to the Estate's bank account, (c) for his costs, and (d) for such further relief as the Court deems just and equitable.

**COUNT VIII**

**VIOLATION OF 15 U.S.C. §1693**

(Against Parkway Bank & Trust Company)

1-29. Plaintiffs JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA hereby incorporates the allegations of Count I of the Complaint as though stated herein as Paragraphs 1-29 of Count VIII.

30. Parkway Bank & Trust Company and the Estate of Berenice Ventrella (Angelo Ventrella, Executor) entered into an agreement whereby a bank account was established at Parkway Bank & Trust for the Estate of Berenice Ventrella, Angelo Ventrella as Executor, under bank account #2256924.

31. Parkway Bank & Trust had a duty to the Estate and its Executor not to permit unauthorized transfers and debits of Estate's bank account. Parkway Bank & Trust breached its duties to the Estate of Berenice Ventrella and its Executor by permitting unauthorized transfers and debits of the Estate's bank account.

32. Executor has been damaged by Parkway Bank & Trust's breaches insofar as the Estate's account has lost in excess of \$7 Million dollars.

33. As set forth above, Parkway Bank & Trust violated the requirements of 15 U.S.C. §1693f and §1693g.

34. Pursuant to 15 U.S.C. §1693m, Plaintiff requests relief as set forth below.

**WHEREFORE**, Plaintiff JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA requests that judgment be entered in his favor and against Defendant Parkway Bank & Trust Company (a) in an amount to be determined at trial, (b) for his costs, (c) for his attorney's fees, and (d) for such further relief as the Court deems just and equitable.

JOSEPH VENTRELLA, EXECUTOR OF THE ESTATE OF BERENICE B. VENTRELLA

By:   
One of his attorneys

GOULD & RATNER LLP  
Paul W. Carroll  
Eric P. Sparks  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60601  
(312) 236-3003  
Firm No. 04018

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION**

JOSEPH VENTRELLA, EXECUTOR OF )  
THE ESTATE OF BERENICE B. )  
VENTRELLA, )  
PLAINTIFF, ) No.  
v. )  
PARKWAY BANK AND TRUST ) JURY DEMANDED  
COMPANY; MILWAUKEE DEERFIELD )  
NORTH, LLC; and JOHN TERZAKIS, )  
DEFENDANTS. )  
)

**AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222 (B)**

Pursuant to Supreme Court Rule 222 (B), counsel for the Plaintiff certifies that Plaintiff seeks money damages in excess of Fifty Thousand Dollars (\$50,000.00).

JOSEPH VENTRELLA, EXECUTOR OF THE  
ESTATE OF BERENICE B. VENTRELLA

By:   
One of his attorneys

GOULD & RATNER LLP  
Paul W. Carroll  
Eric P. Sparks  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60601  
(312) 236-3003  
Firm No. 04018

# EXHIBIT 1



# United States Department of Justice

United States Attorney Joseph P. Russoniello  
Northern District of California

11th Floor, Federal Building  
450 Golden Gate Avenue, Box 36055  
San Francisco, California 94102  
(415) 436-7200  
FAX: (415) 436-7234

FOR IMMEDIATE RELEASE  
JANUARY 6, 2010  
[WWW.USDOJ.GOV/USAO/CAN](http://www.usdoj.gov/usao/can)

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(415) 436-6599  
[Jack.Gillund@usdoj.gov](mailto:Jack.Gillund@usdoj.gov)

## **OWNERS OF VESTA STRATEGIES INDICTED FOR \$25 MILLION PONZI SCHEME**

***Indictment Alleges John Terzakis And Robert Estupinian Used Vesta To Steal Clients' Section 1031 Exchange Deposits***

SAN JOSE, Calif. – John D. Terzakis, of Hinsdale, Ill., and Robert E. Estupinian, of San Jose, Calif., were arraigned today in federal court for 12 felony counts of wire fraud, money laundering, and conspiracy to commit wire fraud and money laundering, in an indictment that accused the pair of operating their company, Vesta Strategies, as a Ponzi-scheme, United States Attorney Joseph P. Russoniello announced that .

A federal grand jury in San Jose, indicted Terzakis and Estupinian on Dec. 30, 2009. According to the indictment, Terzakis, 52, was the majority owner of Vesta Strategies (“Vesta”) and controlled its business activities. Estupinian, 47, was the former Chief Executive Officer and minority owner of Vesta until approximately December, 2007. Vesta, based in San Jose, was a qualified intermediary for the purpose of conducting tax-deferred real estate exchanges pursuant to Internal Revenue Service Code Section 1031 (26 U.S.C. § 1031). In general, a Section 1031 exchange allows taxpayers to avoid paying tax on capital gains by depositing the proceeds from an investment real estate sale, that would otherwise qualify as a taxable capital gain, with a qualified intermediary for up to 180 days. Under Section 1031, if the taxpayer purchases another investment property within those 180 days, the proceeds from the first sale may be rolled over into the new investment without being taxed as capital gains.

The indictment alleges that Terzakis and Estupinian solicited and caused others to solicit prospective clients to deposit funds with Vesta based upon, among other false representations and promises, the promise that Vesta would hold those deposits and return them as promised. Instead, the defendants stole client funds for their own use, and also that they used new client deposits to pay redemptions owed to earlier clients.

Shortly before the collapse of the scheme in July 2008, Terzakis and Estupinian sued each other in federal court in San Jose, blaming one another for misappropriating Vesta client deposits. The case number for those matters is C 07-06216 JW. In August, 2009, a federal civil class action was filed in San Jose federal court against Terzakis, Estupinian and others by the Vesta clients alleging misappropriation of client funds. That matter, case number C 09-02388 JW, is also pending.

Terzakis was arrested in Hinsdale on Jan. 6, 2010, and made his initial appearance in federal court in Chicago on that same date. He is currently in home confinement with electronic monitoring. Terzakis' next scheduled appearances are on Jan. 13, 2010 in Chicago for further bail proceedings, and on Jan. 28, 2010, in San Jose federal court for further case proceedings before Magistrate Judge Patricia V.

Trumbull.

Estupinian was arrested in San Jose on January 6, 2010, and made his initial appearance in federal court in San Jose on that same date. He is currently in home confinement with electronic monitoring, secured by a \$1 million bond. His next scheduled appearance is at 10 a.m. on Jan. 20, 2010, in San Jose federal court for further bail proceedings before Magistrate Judge Trumbull.

The maximum statutory penalty for each count of wire fraud and conspiracy to commit wire fraud, in violation of 18 U.S.C. §§ 1343 and 1349, respectively, is 20 years imprisonment, a fine of \$250,000 or twice the gross gain or twice the gross loss to any victim, and restitution. The maximum statutory penalty for each count of money laundering, and conspiracy to launder monetary instruments, in violation of 18 U.S.C. §§ 1957 and 1956(h), respectively, is 10 years imprisonment, and a fine of \$250,000 or twice the amount of the criminally derived property involved in the transaction. The government is also seeking forfeiture from the defendants in the amount of \$24,633,341.34. However, any sentence following conviction would be imposed by the court after consideration of the U.S. Sentencing Guidelines and the federal statute governing the imposition of a sentence, 18 U.S.C. § 3553.

Daniel Kaleba is the Assistant U.S. Attorney who is prosecuting the case with the assistance of Susan Kreider. The prosecution is the result of an investigation by the Federal Bureau of Investigation.

Please note, an indictment contains only allegations against an individual and, as with all defendants, Terzakis and Estupinian must be presumed innocent unless and until proven guilty.

**Further Information:**

Case #: CR 09-01212 JF

A copy of this press release may be found on the U.S. Attorney's Office's website at [www.usdoj.gov/usao/can](http://www.usdoj.gov/usao/can).

Electronic court filings and further procedural and docket information are available at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>.

Judges' calendars with schedules for upcoming court hearings can be viewed on the court's website at [www.cand.uscourts.gov](http://www.cand.uscourts.gov).

All press inquiries to the U.S. Attorney's Office should be directed to Jack Gillund at (415) 436-6599 or by email at [Jack.Gillund@usdoj.gov](mailto:Jack.Gillund@usdoj.gov).

This site does not contain all press releases or court filings and is not an official record of proceedings. Please contact the Clerk of Courts for the United States District Court for official copies of documents and public information.

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# EXHIBIT 2



# PARKWAY BANK & TRUST COMPANY

40 N Waukegan Road  
Deerfield IL 60015

Last statement: March 10, 2008  
This statement: April 04, 2008  
Total days in statement period: 26

Page 1 of 3  
0002256924  
(0)

Direct inquiries to:  
888 498-9800

ESTATE OF BERENICE B VENTRELLA  
ANGELO D VENTRELLA IND EXECUTOR  
2311 DORINA DR  
NORTHFIELD IL 60093-2705

Parkway Bank & Trust Company  
40 N Waukegan Road  
Deerfield IL 60015

## Checking

Account number	Beginning balance	\$0.00
Average balance	\$130,053.50	
	Total additions	1,557,360.91
	Total subtractions	1,056,403.86
	Ending balance	\$500,957.05

## CHECKS

Number	Date	Amount	Number	Date	Amount
534	03-07	327.24	2020	03-26	66.05
545 *	03-07	37,637.99	2022 *	03-27	277.70
547 *	03-07	18,130.00	2023	03-26	18,095.66
551 *	03-11	39,884.68	2025 *	04-04	149.96
553 *	03-07	448.50	2026	04-02	168.91
581 *	03-13	720.00	2027	04-02	1,008.00
582	03-10	195.50	2028	04-01	1,008.00
583	03-11	4,932.77	2029	04-02	1.50
584	03-13	91.31	2035 *	04-04	23.70
585	03-24	295.79	2036	04-03	9,686.25
586	03-10	260.00	5001 *	03-07	1,666.72
2001 *	03-20	1,006.11	5002	03-10	2,061.13
2002	03-24	24.00	5003	03-07	6,534.53
2003	03-26	45.82	5004	03-07	4,990.30
2004	03-24	351.60	5005	03-10	4,410.95
2006 *	03-21	10.23	5006	03-10	4,410.95
2007	03-26	104.48	5007	03-07	4,410.95
2010 *	03-25	47.00	5008	03-10	6,840.98
2011	03-25	248.32	5009	03-07	6,994.73
2012	03-26	285.35	5010	03-10	19,437.08
2013	03-26	158.36	5011	03-07	2,150.86
2014	03-25	126.08	5012	03-07	4,852.15
2015	03-27	595.90	5013	03-10	3,087.00
2016	03-26	114.55	9999 *	03-13	29.48
2017	03-26	1,008.00	9999 *	03-13	58.00
2018	03-25	1,008.00	9999 *	03-13	700.00
2019	03-26	128.95	9999 *	03-13	1,008.00

Ex. 1

PARKWAY BANK & TRUST COMPANY

ESTATE OF BERENICE B VENTRELLA  
April 04, 2008

Page 2 of 3  
0002256924

Number	Date	Amount	Number	Date	Amount
9999 *	03-13	1,008.00	104004	03-18	173.88
9999 *	03-13	1,505.73	104005	03-18	24.15
9999 *	03-14	18.77	104006	03-18	993.96
9999 *	03-18	179.47	104007	03-24	1,500.00
9999 *	03-18	1,008.00	104008	03-17	72.86
9999 *	03-18	1,905.63	104009	03-14	140.78
9999 *	03-19	52.02	104010	03-17	71.50
9999 *	03-19	74.47	104011	03-24	60.54
9999 *	03-20	10.00	104014 *	03-19	34.00
9999 *	03-20	65.00	104016 *	03-24	2,039.39
9999 *	03-20	138.68	104017	03-24	31.36
9999 *	03-20	1,124.21	104019 *	03-19	86.54
9999 *	03-20	9,506.25	104020	03-20	51.62
9999 *	03-21	152,682.00	104021	03-24	133.53
9999 *	03-24	1,448.52	104022	03-24	199.93
9999 *	03-31	190.75	104023	03-25	50.00
104001 *	03-21	579.48	104025 *	04-04	492.09
104002	03-21	514.04			
104003	03-21	334.64			

\* Skip in check sequence

DEBITS

Date	Description	Subtractions
03-11	' Service Charge WIRE TRANS DOM INC	10.00
03-11	Debit Memo TRANSFER TO 372420 PER PER JOHN TERZAKIS REQUEST	500,000.00
03-12	' Phone/Online Tran-Dr TO ACC 00000260800 DATE: 03-12-08 TIME: 11:10:36	60,000.00
03-13	' Phone/Online Tran-Dr TO ACC 00000260800 DATE: 03-13-08 TIME: 09:32:36	10,500.00
03-14	' Phone/Online Tran-Dr TO ACC 00000260800 DATE: 03-14-08 TIME: 11:21:31	95,000.00
03-18	' Service Charge WIRE TRANS DOM INC	10.00
03-25	Debit Memo	66.00

CREDITS

Date	Description	Additions
03-10	Deposit	253,060.37
03-11	Deposit	10,745.64
03-11	' Wire Trans Dom Inc INCOMING WIRE TRANSFER ORG: BERNICE B VENTRELLA NORTHF FIELD REF PHN 3/11/08 TRN 2509400071FETRN	500,000.00
03-13	Deposit	136,914.25
03-18	' Wire Trans Dom Inc FIRST MIDWEST BANK ANGELO VENTRELLA	210,267.35

PARKWAY BANK & TRUST COMPANY

ESTATE OF BERENICE B VENTRELLA  
April 04, 2008

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0002256924

Date	Description	Additions
03-24	Deposit	20,595.40
04-01	Deposit	5,958.12
04-02	Deposit	419,819.78

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
03-07	-88,143.97	03-18	262,093.08	03-27	87,908.31
03-10	124,212.81	03-19	261,846.05	03-31	87,717.56
03-11	90,131.00	03-20	249,944.18	04-01	92,667.58
03-12	30,131.00	03-21	95,823.79	04-02	511,309.05
03-13	151,424.73	03-24	110,334.53	04-03	501,622.80
03-14	56,265.18	03-25	108,789.13	04-04	500,957.05
03-17	56,120.82	03-26	88,781.91		

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Thank you for banking with Parkway Bank & Trust Company

Number	Date	Amount	Amount	Date	Amount	Number
2008	04-10	448.50	04-21	201.57	05-01	2009
2009	04-11	10.00	04-18	2056	04-18	2021
2021	04-11	300.00	04-17	2057	04-21	2024
2024	04-18	220.00	04-21	2058	04-21	2030
2030	04-09	355.09	04-18	2059	04-18	2031
2031	04-07	513.86	04-21	2060	04-21	2032
2032	04-07	472.74	04-21	2061	04-21	2033
2033	04-11	78.00	04-23	2064	04-23	2038
2038	04-08	7.28	04-25	2065	04-25	2039
2039	04-08	9,806.22	04-22	2067*	04-22	2040
2040	04-08	1,008.00	04-24	2068	04-24	2041
2041	04-08	1,008.00	04-28	2070*	04-28	2042
2042	04-08	112.76	04-25	2071	04-25	2043
2043	04-08	260.00	04-25	2072	04-25	2044
2044	04-09	250.00	04-25	2073	04-25	2045
2045	04-10	44.77	04-25	2074	04-25	2046
2046	04-14	316.26	04-25	2075	04-25	2047
2047	04-11	19.38	04-25	2076	04-25	2048
2048	04-11	47.98	04-28	2077	04-28	2049
2049	04-10	4,932.77	04-28	2078	04-28	2050
2050	04-11	90.00	04-28	2079	04-28	2051
2051	04-16	35.20	04-28	2080	04-30	2052
2052	04-15	1,008.00	05-01	2081	05-01	2053
2053	04-15	1,008.00	104013*	2081	05-01	2054
2054	04-15	55.73	104018*	2081	04-10	19.77

CHECKS

Account number	0002256924	Begging balance	\$1,214,666.41
		Total additions	4,185,820.87
		Total subtractions	3,737,047.90
		Ending balance	\$949,730.02

Checking

STATE OF ILLINOIS  
2311 DORINA DR  
ANGELO D VENTRELLA IND EXECUTOR  
Parkway Bank & Trust Company  
40 N Waukegan Road  
Deerfield IL 60015  
Last statement: April 04, 2008  
This statement: May 02, 2008  
Total days in statement period: 28  
Page 1 of 3  
0002256924  
(0)  
Direct inquiries to:  
888 498-9300

PARKWAY BANK & TRUST COMPANY  
40 N Waukegan Road  
Deerfield IL 60015

PARKWAY BANK & TRUST COMPANY

ESTATE OF BERENICE B VENTRELLA  
May 02, 2008

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0002256924

Number	Date	Amount	Number	Date	Amount
104024 *	04-07	10.00	104041	04-24	1,250.00
104026 *	04-07	50.00	104042	04-28	15,000.00
104027	04-08	35.90	104043	04-28	10,000.00
104028	04-08	30.90	104044	04-28	1,000.00
104029	04-08	52.19	104045	04-28	3,000.00
104030	04-07	215.52	104046	04-28	12,500.00
104031	04-07	368.00	104047	04-28	500.00
104032	04-07	135.37	104048	04-28	1,000.00
104033	04-15	342.74	104049	04-28	500.00
104034	04-15	1,338.68	104050	04-29	3,000.00
104035	04-23	200.00	104051	04-28	2,000.00
104036	04-17	1,338.68	104052	04-28	250.00
104037	04-22	1,452.80	104054 *	05-01	2,125.00
104038	04-24	75,000.00	104055	05-01	133.00
104039	04-25	1,000.00			= Skip in check sequence
104040	04-24	4,000.00			

DEBITS

Date	Description	Subtractions
04-07	' Phone/Online Tran-Dr TO ACC 00000260800DATE: 04-07-08 TIME: 10:27:12	400,000.00
04-11	' Phone/Online Tran-Dr TO ACC 00000260800DATE: 04-11-08 TIME: 09:20:16	200,000.00
04-15	' Service Charge WIRE TRANS DOM INC	10.00
04-17	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	300,000.00
04-21	' Service Charge WIRE TRANS DOM INC	10.00
04-21	' Service Charge WIRE TRANS DOM INC	10.00
04-22	' Service Charge WIRE TRANS DOM INC	10.00
04-22	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	250,000.00
04-23	' Service Charge WIRE TRANS DOM INC	10.00
04-28	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000376183	2,000.00
04-28	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000376175	5,000.00
04-28	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	750,000.00
05-01	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	250,000.00
05-01	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	1,400,700.00

# PARKWAY BANK & TRUST COMPANY

ESTATE OF BERENICE B VENTRELLA  
May 02, 2008

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0002256924

## CREDITS

Date	Description	Additions
04-08	Deposit	5,267.34
04-10	Deposit	192,885.31
04-15	Deposit	33,605.46
04-15	'Wire Trans Dom Inc JPMORGAN CHASE ANGELO VENTRELLA	310,981.55
04-17	Deposit	9,440.00
04-17	Credit Memo	3,000.00
04-18	Deposit	11,271.64
04-21	'Wire Trans Dom Inc NORTHERN TRUST MRS BERENICE VENTRELLA	143,746.70
04-21	'Wire Trans Dom Inc NORTHERN TRUST BERENICE VENTRELLA TRUSTEE	378,858.17
04-22	Deposit	364,947.38
04-22	'Wire Trans Dom Inc NORTHERN CHGO BERENICE VENTRELLA REVOCABLE	2,631,505.12
04-23	'Wire Trans Dom Inc NORTHERN CHGO MR NICHOLAS J VENTRELLA	39,192.10
04-25	Deposit	47,378.43
04-29	Deposit	13,741.67

## DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
04-04	500,957.05	04-15	418,690.76	04-24	3,352,557.33
04-07	99,141.02	04-16	418,655.56	04-25	3,398,303.81
04-08	92,087.11	04-17	129,721.61	04-28	2,592,479.62
04-09	91,482.02	04-18	139,078.37	04-29	2,603,221.29
04-10	278,718.52	04-21	659,204.93	04-30	2,602,720.51
04-11	78,183.16	04-22	3,404,186.87	05-01	949,730.02
04-14	77,866.90	04-23	3,441,855.16		

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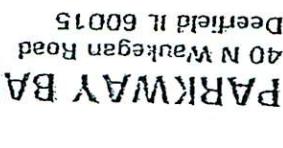
Number	Date	Amount	Amount	Date	Amount
2005	05-20	246.12	2106	05-13	79.09
2066 *	05-30	207.07	2107	05-16	250.00
2069 *	05-30	448.50	2108	05-20	203.35
2082 *	05-05	177.25	2109	05-19	1,296.00
2083	05-05	300.07	2110	05-19	720.00
2084	05-06	69.48	2111	05-19	54.45
2085	05-05	18.35	2112	05-21	114.89
2086	05-05	85.58	2113	05-23	720.60
2087	05-05	1,296.00	2114	05-19	130.15
2088	05-05	720.00	2115	05-23	63.91
2089	05-08	10,123.50	2116	05-28	9,047.83
2090	05-08	149.35	2117	05-22	111.54
2091	05-08	87.55	2118	05-23	109.02
2092	05-12	29.62	2119	05-22	77.57
2093	05-12	14.81	2120	05-23	1,296.00
2094	05-07	539.97	2121	05-28	720.00
2095	05-12	101.00	2122	05-23	119.17
2096	05-13	21.84	2123	05-27	92.38
2097	05-12	1,296.00	2124	05-27	53.48
2098	05-12	720.00	2125	05-29	53.48
2099	05-13	5,307.38	2126	05-30	58.08
2100	05-14	37.81	2127	05-30	313.94
2101	05-14	95.20	2128	05-29	176.41
2102	05-14	43.95	2129	06-04	448.50
2103	05-15	200.00	2130	06-03	274.49
2104	05-19	137.32	2131	06-03	339.41
2105	05-16	260.00	2132	06-02	1,296.00

### CHECKS

Account number	0002256924	Beginning balance	\$949,730.02
		Total additions	1,066,830.71
		Total subtractions	1,753,679.15
Average balance			\$262,881.58
Ending balance			

### Checking

STATE OF BERENICE B VENTRELLA  
ANGELO D VENTRELLA IND EXECUTOR  
ESTATE OF BERENICE B VENTRELLA  
PARKWAY BANK & TRUST COMPANY  
40 N Waukegan Road  
Deerfield IL 60015  
NORTHFIELD IL 60093-2705  
2311 DORINA DR  
2311 DORINA DR  
PARKWAY BANK & TRUST COMPANY  
40 N Waukegan Road  
Deerfield IL 60015  
Last statement: May 02, 2008  
This statement: June 06, 2008  
Total days in statement period: 35  
(0)  
Page 1 of 3  
0002256924  
288 498-9800  
Direct inquiries to:  
888 498-9800  
Deerfield IL 60015  
40 N Waukegan Road  
PARKWAY BANK & TRUST COMPANY  
Last statement: May 02, 2008  
This statement: June 06, 2008  
Total days in statement period: 35  
(0)



PARKWAY BANK & TRUST COMPANY

ESTATE OF BERENICE B VENTRELLA  
June 06, 2008

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0002256924

Number	Date	Amount	Number	Date	Amount
2133	06-02	720.00	104058	05-15	200.00
2135 *	06-03	3,031.61	104059	05-20	1,338.68
2136	06-04	77.54	104060	06-04	19.54
2137	06-03	147.82	104061	06-03	5,582.38
2142 *	06-06	5,179.41	104062	06-03	3,229.09
2143	06-06	2,491.59	104063	06-03	3,537.73
104057 *	05-14	286.53			* Skip in check sequence

DEBITS

Date	Description	Subtractions
05-05	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	400,000.00
05-06	' Service Charge IFMS MANUAL TRANSF	3.00
05-09	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	166,000.00
05-12	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	500,000.00
05-15	' Phone/Online Tran-Dr TG ACC 00000260800DATE: 05-15-08 TIME: 09:18:17	400,000.00
06-05	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	221,000.00

CREDITS

Date	Description	Additions
05-05	Deposit	12,742.00
05-05	Deposit	24,276.75
05-06	' Ifms Manual Transfer TRANSFER FROM DEPOSIT ACCOUNT 0000376590	562,413.96
05-12	Deposit	14,520.59
05-16	' Phone/Online Tran-Cr FR ACC 00000260800DATE: 05-16-08 TIME: 10:51:56	400,000.00
05-16	Deposit	11,271.64
05-27	Deposit	5,883.76
06-06	Deposit	35,722.01

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
05-02	949,730.02	05-14	476,159.08	05-27	485,540.66
05-05	584,151.52	05-15	75,759.08	05-28	475,772.83
05-06	1,146,493.00	05-16	486,520.72	05-29	475,562.27
05-07	1,146,478.19	05-19	484,103.71	05-30	474,534.68
05-08	1,135,577.82	05-20	482,315.56	06-02	472,518.68
05-09	969,577.82	05-21	482,200.67	06-03	456,376.15
05-12	481,951.79	05-22	482,111.46	06-04	455,830.57
05-13	476,622.57	05-23	479,802.76	06-05	234,830.57

# PARKWAY BANK & TRUST COMPANY

ESTATE OF BERENICE B VENTRELLA  
June 06, 2008

Page 3 of 3  
0002256924

Date	Amount	Date	Amount	Date	Amount
<u>06-06</u>	<u>262,881.58</u>				

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*Thank you for banking with Parkway Bank & Trust Company*

**PARKWAY BANK & TRUST COMPANY**

40 N Waukegan Road  
Deerfield IL 60015

Last statement: June 06, 2008  
This statement: July 04, 2008  
Total days in statement period: 28

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0002256924  
(0)

ESTATE OF BERENICE B VENTRELLA  
ANGELO D VENTRELLA IND EXECUTOR  
2311 DORINA DR  
NORTHFIELD IL 60093-2705

Direct inquiries to:  
888 498-9800

Parkway Bank & Trust Company  
40 N Waukegan Road  
Deerfield IL 60015

**Checking**

Account number	0002256924	Beginning balance	\$262,881.58
Average balance	\$160,376.01	Total additions	325,064.00
		Total subtractions	499,621.02
		Ending balance	\$88,324.56

**CHECKS**

Number	Date	Amount	Number	Date	Amount
2134	06-09	62.48	2165	06-23	239.95
2138 *	06-12	7,593.75	2166	06-20	492.01
2139	06-09	1,296.00	2167	06-19	60.35
2140	06-09	720.00	2168	06-20	55.56
2141	06-19	110.29	2169	06-24	9,047.83
2144 *	07-01	260.00	2170	06-24	448.50
2145	06-11	260.00	2171	06-20	1,296.00
2146	06-13	35.20	2172	06-24	720.00
2147	06-09	50.00	2173	07-02	1,500.00
2148	06-11	5,179.41	2174	07-01	60.36
2149	06-11	1,338.68	2175	06-27	1,308.00
2150	06-10	217.92	2176	06-26	137.92
2151	06-12	35.15	2177	06-25	78.32
2152	06-16	310.00	2178	06-27	160.62
2153	06-16	200.00	2179	06-26	76.09
2154	06-18	23.99	2180	06-25	17,644.58
2155	06-13	1,296.00	2181	06-27	1,296.00
2156	06-16	720.00	2182	06-30	720.00
2157	06-24	128.60	2183	07-02	84.81
2158	06-17	179.47	2185 *	07-02	90.22
2159	06-17	1,299.27	2186	07-03	260.00
2160	06-18	1,961.44	2189 *	07-03	107.61
2161	06-18	206.02	104064 *	06-09	4,406.32
2162	06-19	118.37	104065	07-01	1,500.00
2163	06-20	156.82			
2164	06-18	58.58			

\* Skip in check sequence

PARKWAY BANK & TRUST COMPANY

ESTATE OF BERENICE B VENTRELLA  
July 04, 2008

Page 2 of 3  
0002256924

DEBITS

Date	Description	Subtractions
06-11	' Service Charge IFMS MANUAL TRANSF	3.00
06-11	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	200,000.00
06-16	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	75,000.00
06-18	' Preauthorized Debit DELUXE BUS SYS. BUS PRODS 080617 31704107	103.53
06-26	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	100,000.00
07-02	' Service Charge IFMS MANUAL TRANSF	3.00
07-02	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	10,000.00
07-02	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT 0000372420	48,900.00
07-03	' Service Charge IFMS MANUAL TRANSF	3.00

CREDITS

Date	Description	Additions
06-11	' Ifms Manual Transfer TRANSFER FROM DEPOSIT ACCOUNT 0000372455	200,000.00
06-18	Deposit	15,374.69
06-19	Deposit	134.00
06-23	Deposit	11,271.64
07-02	' Ifms Manual Transfer TRANSFER FROM DEPOSIT ACCOUNT 0000376167	10,000.00
07-02	Deposit	28,283.67
07-03	' Ifms Manual Transfer TRANSFER FROM DEPOSIT ACCOUNT 0000372420	60,000.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
06-06	262,881.58	06-17	162,678.93	06-26	56,294.51
06-09	256,346.78	06-18	175,700.06	06-27	53,529.89
06-10	256,128.86	06-19	175,545.05	06-30	52,809.89
06-11	249,347.77	06-20	173,544.66	07-01	50,989.53
06-12	241,718.87	06-23	184,576.35	07-02	28,695.17
06-13	240,387.67	06-24	174,231.42	07-03	88,324.56
06-16	164,157.67	06-25	156,508.52		